

# **EXHIBIT 1**



## Notice of Service of Process

Transmittal Number: 18610716  
Date Processed: 08/23/2018

**Primary Contact:** Sandra Adams  
United Services Automobile Association  
9800 Fredericksburg Rd  
San Antonio, TX 78288-0002

**Electronic copy provided to:** Carmen Solis  
Debra Brake  
Jenna Meurer  
Danielle Lopez  
Ruby Esquivel

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<b>Entity:</b>	USAA Casualty Insurance Company Entity ID Number 3692525
<b>Entity Served:</b>	USAA Casualty Insurance Company
<b>Title of Action:</b>	Lisa Kristin Stanislaw vs. USAA Casualty Insurance Company
<b>Document(s) Type:</b>	Summons/Complaint
<b>Nature of Action:</b>	Contract
<b>Court/Agency:</b>	King County Superior Court, Washington
<b>Case/Reference No:</b>	18-2-20254-0 SEA
<b>Jurisdiction Served:</b>	Washington
<b>Date Served on CSC:</b>	08/23/2018
<b>Answer or Appearance Due:</b>	20 Days
<b>Originally Served On:</b>	WA Insurance Commissioner on 08/16/2018
<b>How Served:</b>	Certified Mail
<b>Sender Information:</b>	Melissa D. Carter 206-682-0300

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

STATE OF WASHINGTON

MIKE KREIDLER  
STATE INSURANCE COMMISSIONER



www.insurance.wa.gov

OFFICE OF  
INSURANCE COMMISSIONER

Certificate number **17922** is being issued to certify that the Insurance Commissioner of the State of Washington (OIC) has **ACCEPTED** service of process in the matter below.

Date Service of Process Accepted: 08/16/2018  
Certificate Issued: 08/17/2018  
Issued By: Jennifer Rhodes *JRH*  
Certificate Type: First Attempt  
Certified Mailing Number: 70180680000047178760  
Service Requested Upon: USAA CASUALTY INSURANCE COMPANY  
CORPORATION SERVICE COMPANY  
300 DESCHUTES WAY SW SUITE 304  
TUMWATER, WA 98501 US  
  
Authorized in Washington: Yes  
Attorney Details: MELISSA D CARTER  
ADLER GIER SCH, P.S.  
333 TAYLOR AVE N  
SEATTLE, WA 98109 US  
(206) 682-0300  
  
Case Number: 18-2-20254-0 SEA  
Plaintiff: LISA KRISTIN STANISLAW,  
Defendant: USAA CASUALTY INSURANCE COMPANY,  
Documents: CASE INFORMATION COVER SHEET AND AREA DESIGNATION  
ORDER SETTING CIVIL CASE SCHEDULE  
SUMMONS ON COMPLAINT FOR DAMAGES  
COMPLAINT FOR DAMAGES  
  
Copies Sent To: MELISSA D CARTER  
USAA CASUALTY INSURANCE COMPANY

Insurance Commissioner  
**ACCEPTED SOP**

**AUG 16 2018**

TIME: 2pm

SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING

Lisa Kristin Stanislaw

VS

United Services Automobile Association

NO. 18-2-20254-0 SEA

CASE INFORMATION COVER SHEET  
AND AREA DESIGNATION

CAUSE OF ACTION

(TMV) - NON-DEATH INJURIES (TMV 2)

AREA DESIGNATION

**SEATTLE -** Defined as all King County north of Interstate 90 and including all of Interstate 90 right of way, all of the cities of Seattle, Mercer Island, Issaquah, and North Bend, and all of Vashon and Maury Islands.

AUG 16 2018

TIME: 2pm

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

Lisa Kristin Stanislaw

Plaintiff(s),

vs.

United Services Automobile  
Association

Respondent(s)

NO. 18-2-20254-0 SEA

ORDER SETTING CIVIL CASE SCHEDULE

ASSIGNED JUDGE: Amini, Susan, Dept. 20

FILED DATE: 8/10/2018

TRIAL DATE: 8/12/2019

SCOMIS CODE: \*ORSCS

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

I. NOTICES

**NOTICE TO PLAINTIFF:** The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the **Schedule** on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

"I understand that I am required to give a copy of these documents to all parties in this case."

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 PRINT NAME

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 SIGN NAME

## **I. NOTICES (continued)**

### **NOTICE TO ALL PARTIES:**

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLCR] -- especially those referred to in this *Schedule*. In order to comply with the *Schedule*, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLCR 26], and for meeting the discovery cutoff date [See KCLCR 37(g)].

### **CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:**

A filing fee of \$240 must be paid when any answer that includes additional claims is filed in an existing case.

### **KCLCR 4.2(a)(2)**

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

### **PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:**

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this *Schedule* are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLCR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

**If you miss your scheduled Trial Date**, the Superior Court Clerk is authorized by KCLCR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

### **NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:**

*All parties to this action must keep the court informed of their addresses.* When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

### **ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:**

A Statement of Arbitrability must be filed by the deadline on the schedule **if the case is subject to mandatory arbitration** and service of the original complaint and all answers to claims, counterclaims and cross-claims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. **Any party filing a Statement must pay a \$220 arbitration fee.** If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$250 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

### **NOTICE OF NON-COMPLIANCE FEES:**

All parties will be assessed a fee authorized by King County Code 4A.630.020 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

**King County Local Rules are available for viewing at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk).**

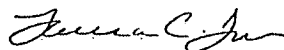
## II. CASE SCHEDULE

✓	CASE EVENTS	DATE
	Case Filed and Schedule Issued.	8/10/2018
✓	Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See KCLMAR2.1(a) and Notices on page 2]. <b>\$220 Arbitration fee must be paid</b>	1/18/2019
✓	<b>DEADLINE</b> to file Confirmation of Joinder if not subject to Arbitration [See KCLCR 4.2(a) and Notices on page 2]	1/18/2019
	<b>DEADLINE</b> for Hearing Motions to Change Case Assignment Area [KCLCR 82(e)]	2/1/2019
	<b>DEADLINE</b> for Disclosure of Possible Primary Witnesses [See KCLCR 26(k)]	3/11/2019
	<b>DEADLINE</b> for Disclosure of Possible Additional Witnesses [KCLCR 26(k)]	4/22/2019
	<b>DEADLINE</b> for Jury Demand [See KCLCR 38(b)(2)]	5/6/2019
	<b>DEADLINE</b> for Change in Trial Date [See KCLCR 40(e)(2)]	5/6/2019
	<b>DEADLINE</b> for Discovery Cutoff [See KCLCR 37(g)]	6/24/2019
	<b>DEADLINE</b> for Engaging in Alternative Dispute Resolution [See KCLCR 16(b)]	7/15/2019
	<b>DEADLINE</b> for Exchange Witness & Exhibit Lists & Documentary Exhibits [See KCLCR 4(j)]	7/22/2019
✓	<b>DEADLINE</b> to file Joint Confirmation of Trial Readiness [See KCLCR 16(a)(1)]	7/22/2019
	<b>DEADLINE</b> for Hearing Dispositive Pretrial Motions [See KCLCR 56;CR56]	7/29/2019
✓	Joint Statement of Evidence [See KCLCR 4(k)]	8/5/2019
	<b>DEADLINE</b> for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file proposed Findings of Fact and Conclusion of Law with the Clerk)	8/5/2019
	Trial Date [See KCLCR 40]	8/12/2019

The ✓ indicates a document that must be filed with the Superior Court Clerk's Office by the date shown.

## III. ORDER

Pursuant to King County Local Rule 4 [KCLCR 4], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action must serve this *Order Setting Civil Case Schedule* and attachment on all other parties.



DATED: 8/10/2018

\_\_\_\_\_  
PRESIDING JUDGE

#### IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

##### **READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE.**

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

**COMPLEX LITIGATION:** If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

**APPLICABLE RULES:** Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at [www.kingcounty.gov/courts/clerk/rules/Civil](http://www.kingcounty.gov/courts/clerk/rules/Civil).

**CASE SCHEDULE AND REQUIREMENTS:** Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

##### **THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.**

##### **A. Joint Confirmation regarding Trial Readiness Report**

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g., interpreters, equipment).

The Joint Confirmation Regarding Trial Readiness form is available at [www.kingcounty.gov/courts/scforms](http://www.kingcounty.gov/courts/scforms). If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding the report.

##### **B. Settlement/Mediation/ADR**

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.

##### **C. Trial**

Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the court's civil standby calendar on the King County Superior Court website [www.kingcounty.gov/courts/superiorcourt](http://www.kingcounty.gov/courts/superiorcourt) to confirm the trial judge assignment.

#### **MOTIONS PROCEDURES**

##### **A. Noting of Motions**

**Dispositive Motions:** All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at [www.kingcounty.gov/courts/clerk/rules/Civil](http://www.kingcounty.gov/courts/clerk/rules/Civil).

**Non-dispositive Motions:** These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the

Note for Motion should state "Without Oral Argument." Local Civil Rule 7 governs these motions, which include discovery motions. The local civil rules can be found at [www.kingcounty.gov/courts/clerk/rules/Civil](http://www.kingcounty.gov/courts/clerk/rules/Civil).

**Motions in Family Law Cases not involving children:** Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions calendar. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at [www.kingcounty.gov/courts/clerk/rules](http://www.kingcounty.gov/courts/clerk/rules).

**Emergency Motions:** Under the court's local civil rules, emergency motions will usually be allowed only upon entry of an Order Shortening Time. However, some emergency motions may be brought in the Ex Parte and Probate Department as expressly authorized by local rule. In addition, discovery disputes may be addressed by telephone call and without written motion, if the judge approves in advance.

**B. Original Documents/Working Copies/ Filing of Documents:** All original documents must be filed with the Clerk's Office. Please see information on the Clerk's Office website at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk) regarding the requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website. The local rules can be found at [www.kingcounty.gov/courts/clerk/rules](http://www.kingcounty.gov/courts/clerk/rules).

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. Working copies can be submitted through the Clerk's office E-Filing application at [www.kingcounty.gov/courts/clerk/documents/eWC](http://www.kingcounty.gov/courts/clerk/documents/eWC).

**Service of documents:** Pursuant to Local General Rule 30(b)(4)(B), e-filed documents shall be electronically served through the e-Service feature within the Clerk's eFiling application. Pre-registration to accept e-service is required. E-Service generates a record of service document that can be e-filed. Please see the Clerk's office website at [www.kingcounty.gov/courts/clerk/documents/efiling](http://www.kingcounty.gov/courts/clerk/documents/efiling) regarding E-Service.

**Original Proposed Order:** Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. **Do not file the original of the proposed order with the Clerk of the Court.** Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order. The court may distribute orders electronically. Review the judge's website for information: [www.kingcounty.gov/courts/SuperiorCourt/judges](http://www.kingcounty.gov/courts/SuperiorCourt/judges).

**Presentation of Orders for Signature:** All orders must be presented to the assigned judge or to the Ex Parte and Probate Department, in accordance with Local Civil Rules 40 and 40.1. Such orders, if presented to the Ex Parte and Probate Department, shall be submitted through the E-Filing/Ex Parte via the Clerk application by the attorney(s) of record. E-filing is not required for self-represented parties (non-attorneys). If the assigned judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

**Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the Ex Parte and Probate Department.** Such orders shall be submitted through the E-Filing/Ex Parte via the Clerk application by the attorney(s) of record. E-filing is not required for self-represented parties (non-attorneys). Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. **If final order and/or formal proof are entered in the Ex Parte and Probate Department, counsel is responsible for providing the assigned judge with a copy.**

### C. Form

Pursuant to Local Civil Rule 7(b)(5)(B), the initial motion and opposing memorandum shall not exceed 4,200 words and reply memoranda shall not exceed 1,750 words without authorization of the court. The word count includes all portions of the document, including headings and footnotes, except 1) the caption; 2) table of contents and/or authorities, if any; and 3) the signature block. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

***IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PETITIONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.***



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**PRESIDING JUDGE**

Insurance Commissioner  
ACCEPTED SOP

AUG 16 2018

TIME: 2pm

COURT OF WASHINGTON FOR COUNTY OF KING

LISA KRISTIN STANISLAW,

Plaintiff

vs

USAA CASUALTY INSURANCE  
COMPANY,

Defendant

NO. 18-2-20254-0 SEA

SUMMONS ON COMPLAINT FOR  
DAMAGES

To: USAA Casualty Insurance Company:

A lawsuit has been started against you in the above-entitled court by the above-named Plaintiff. Her claims are stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the undersigned attorney for the Plaintiff within twenty (20) days after service of this summons, excluding the date of

SUMMMONS ON COMPLAINT- 1

ADLER GIERSCH, P.S.  
Attorneys at Law  
333 Taylor Avenue North  
Seattle, WA 98109  
Tel (206) 682-0300  
Fax (206) 224-0102

1 service, or a default judgment may be entered against you without notice. If you serve a  
2 notice of appearance on the undersigned attorney, you are entitled to notice before a  
3 default judgment may be entered.

4 You may demand that the Plaintiff file this lawsuit with the court. If you do so, the  
5 demand must be in writing and must be served upon the person signing this summons.  
6 Within fourteen (14) days after you serve the demand, the Plaintiff must file this lawsuit  
7 with the court, or the service on you of this summons and complaint will be void.

8 If you wish to seek the advice of an attorney in this matter, you should do so  
9 promptly so that your written response, if any, may be served on time. This summons is  
10 issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of Washington.

11  
12 Dated: August 10, 2018

13  
14 ADLER GIERSCH PS

15 s/ Melissa D. Carter

16 MELISSA D. CARTER

17 WSBA # 36400

18 Adler Giersch ps

19 333 Taylor Ave N

20 Seattle, WA 98109

21 Telephone: (206) 682-0300

22 Fax: (206) 224-0102

23 Email: mdcarter@adlergiersch.com

24  
25 **File Response with:**

26 Clerk of the Court

27 **Serve a copy of your Response on:**

Melissa D. Carter

Adler Giersch ps

333 Taylor Ave N

Seattle, WA 98109

28 SUMMMONS ON COMPLAINT- 2

ADLER GIERSCH, P.S.

Attorneys at Law

333 Taylor Avenue North

Seattle, WA 98109

Tel (206) 682-0300

Fax (206) 224-0102

Insurance Commissioner  
ACCEPTED SOP

AUG 16 2018

TIME: 2pm

COURT OF WASHINGTON FOR COUNTY OF KING

LISA KRISTIN STANISLAW,

Plaintiff

NO. 18-2-20254-0 SEA

COMPLAINT FOR DAMAGES

VS

USAA CASUALTY INSURANCE  
COMPANY,

Defendant

Lisa Kristin Stanislav, by and through her attorneys of record, Melissa D. Carter  
of Adler Giersch PS, for cause of action for personal injuries against Defendant USAA  
Casualty Insurance Company ("USAA"), complains and alleges as follows:

I. PARTIES

1.1 Plaintiff Lisa Kristin Stanislav (hereinafter, "Kristin Stanislav") is a  
single woman who at all relevant times was a resident of Seattle, King County,  
Washington.

COMPLAINT FOR DAMAGES - 1

ADLER GIERSCH, P.S.  
Attorneys at Law  
333 Taylor Avenue North  
Seattle, WA 98109  
Tel (206) 682-0300  
Fax (206) 224-0102

1.2 Defendant USAA Casualty Insurance Company (“USAA”) is a foreign corporation engaged in the business of selling insurance in King County, Washington.

1.3 At all material times, Defendant USAA was an insurance company licensed to sell automobile insurance in the state of Washington and maintained offices in King County, Washington.

1.4 The registered agent for Defendant USAA is located at the Office of the Insurance Commissioner, Service of Process, P.O. Box 40257, Olympia, Washington 98504-0257, 5000 Capitol Blvd, Tumwater, Washington 98501.

1.5 The contract of insurance between the Plaintiff and Defendant was executed in King County, Washington.

## II. JURISDICTION AND VENUE

2.1 All acts hereinafter alleged occurred within the County of King, State of Washington, and this Court has jurisdiction over this cause.

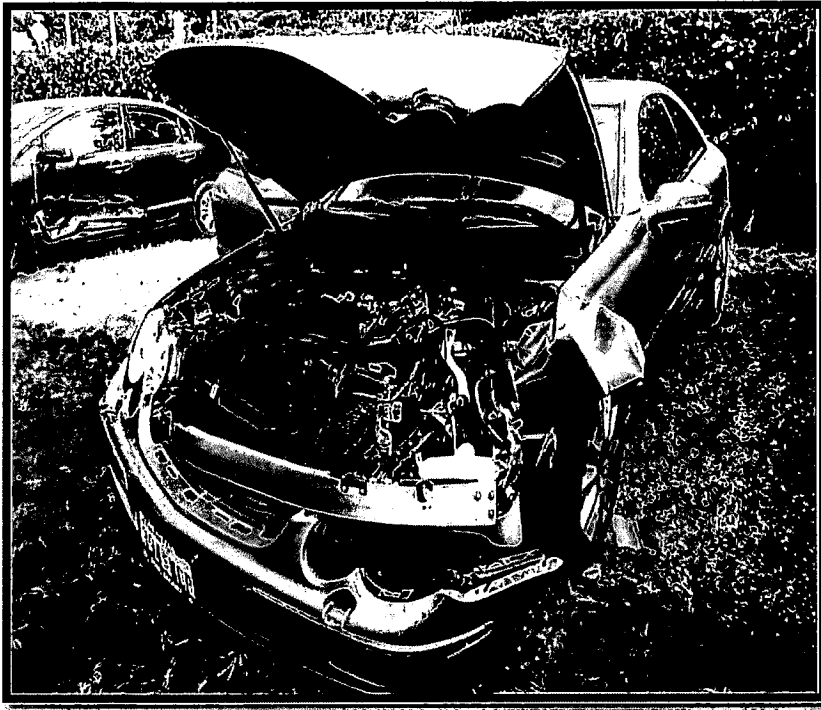
2.2 Venue is proper in the Superior Court, County of King, State of Washington.

### III. FACTS

3.1 On or about August 5, 2014, Plaintiff Kristin Stanislaw was traveling northbound on Elliot Ave W in Seattle, Washington in the far right exit lane for Magnolia-bound traffic. In that location, Elliot Ave W was a multi-lane highway that consisted of two southbound lanes, a turn lane, and three northbound lanes. The far right northbound lane, in which Ms. Stanislaw was traveling, was an “Exit Only” lane for motorists accessing the Magnolia Bridge. Traffic in the first two northbound lanes was

1 heavy and blocked, but vehicles in Ms. Stanislaw's "Exit Only" lane were traveling at or  
2 above the 45 mile per hour speed limit.

3       3.2     At the same time, underinsured motorist Brian Ahrens was traveling  
4 southbound on Elliot Ave W, and wished to turn left across the three northbound lanes, to  
5 access a pizza restaurant. The first two northbound lanes of jammed traffic opened up for  
6 Mr. Ahrens, but he neglected to check for traffic coming at full speed in the Exit Only  
7 lane. Mr. Ahrens turned directly into the path of Ms. Stanislaw's vehicle, causing her to  
8 strike his vehicle head on. Ms. Stanislaw's vehicle was totaled as a result.  
9



21       3.3     The Seattle Police Department responded to the 911 calls and cited Mr.  
22 Ahrens for failing to yield the right of way on a left turn.

23       3.4     Plaintiff Kristin Stanislaw suffered serious injuries and damages as a result  
24

1 of the motor vehicle collision. In addition to other injuries, Ms. Stanislaw sustained  
2 Burning Mouth Syndrome from the collision, which impacted her ability to talk and  
3 ultimately impaired her ability to continue working as a Brand Manager for her company.  
4 Ms. Stanislaw is now unable to work and requires ongoing medical care to manage her  
5 symptoms caused by the collision.

6 3.5 Mr. Ahrens carried liability insurance with Allstate Insurance, with just  
7 \$100,000.00 bodily injury limits in effect at the time of this collision.

8 3.6 Allstate accepted full liability and tendered the liability policy limits of  
9 \$100,000.00 to Plaintiff Kristin Stanislaw on or about July 5, 2017.

10 3.7 Plaintiff's settlement with the underinsured driver/registered owner for the  
11 policy limits of \$100,000.00 did not make her whole.

12 3.8 At the time of the August 5, 2014 motor vehicle collision, Plaintiff Kristin  
13 Stanislaw carried underinsured motorist coverage in the amount of \$1,000,000.00 with  
14 Defendant USAA under policy number 01005 84 77C 7101 0 ("the Policy.").

15 3.9 On or about July 12, 2017, Defendant USAA waived its rights to buy out  
16 the third party claim and permitted Ms. Stanislaw to settle with the underinsured driver  
17 for the third party liability limits.

18 3.10 Pursuant to the Policy, Defendant USAA is contractually obligated to pay  
19 for all damages Plaintiff is legally entitled to recover from the underinsured motorist in  
20 excess of the underinsured driver's policy limits of \$100,000.00, up to the Underinsured  
21 Motorist (UIM) limits of the Policy of \$1,000,000.00.

22 3.11 On September 12, 2017, Plaintiff submitted her 30-day deadline, policy

1 limits Underinsured Motorist settlement demand to Defendant USAA. The demand letter  
2 was 52 pages long, and was accompanied by 998 pages of supporting records that  
3 included medical documentation and past bills exceeding \$137,209.00, multiple narrative  
4 medical reports confirming causation between the subject collision and the injuries, loss  
5 of income statements, vocational assessments, an economic loss report exceeding  
6 \$2,000,000.00, a 30-minute DVD with 4 witness testimonials, and an additional 700+  
7 pages compiling Ms. Stanislaw's 25-year successful vocational history, via personnel  
8 records, with one company.  
9

10 3.12 USAA responded to the demand that it needed more time to review the  
11 materials, which Ms. Stanislaw permitted.

12 3.13 In the meantime, Ms. Stanislaw continued to present medical bills related  
13 to treatment for her injuries from the collision under her PIP benefits from the same  
14 USAA policy. USAA hired a records reviewer to determine if Ms. Stanislaw's medical  
15 treatment was reasonable, necessary, and related to the collision, and determined that it  
16 was indeed all related. USAA paid the full PIP limits for related medical care expenses  
17 of \$100,000.00. Ms. Stanislaw's related medical expenses continued to accrue after this.  
18

19 3.14 On November 17, 2017, USAA responded to Ms. Stanislaw's settlement  
20 demand with an insufficient offer in the amount of \$108,515.00 to resolve the UIM claim  
21 in its entirety, without having conducted a full medical records review, without asking for  
22 an Insurance Medical Examination, and without even asking to interview its insured. At  
23 that point, the only relevant "medical records review" in Ms. Stanislaw's file was a report  
24 from a hired dental specialist, Michele Schultz, DMD, who opined in a private letter to  
25

1 USAA on August 28, 2017 that Ms. Stanislaw's Burning Mouth Syndrome and nerve  
2 pain in the neck and jaw originated from the August 5, 2014 collision and USAA paid her  
3 pending medical bills in full, up to her limit of \$100,000.00, as a result. Despite knowing  
4 this, USAA offered just \$108,515.00 on November 16, 2017 to resolve Ms. Stanislaw's  
5 severe injury UIM claim, essentially compelling its insured to initiate or submit to  
6 litigation to recover amounts due to her under her policy.

7  
8 3.15 On December 14, 2017, USAA retained private counsel who reached out  
9 to Ms. Stanislaw's counsel to ask for medical records dating back more than 20 years, for  
10 her deposition and for Insurance Medical Examinations to complete USAA's  
11 investigation of her UIM claim. Ms. Stanislaw agreed and cooperated with the request.

12 3.16 USAA took another two months to conduct the deposition of Kristin  
13 Stanislaw, which concluded after two days of testimony on February 23, 2018. Due to  
14 her documented injuries, including Burning Mouth Syndrome, Ms. Stanislaw experienced  
15 extreme pain during the two days of testimony by being forced to talk for multiple hours.  
16 Nevertheless, she cooperated.

17 3.17 Nine months after she submitted her demand time-sensitive, 30-day  
18 demand, USAA finally arranged for the Insurance Medical Examinations to go forward.  
19 Ms. Stanislaw complied and attended 4 exams, one of which was joint with two different  
20 providers, all in June, 2018.

21  
22 3.18 USAA's hired doctors concluded that Ms. Stanislaw does indeed suffer  
23 from Burning Mouth Syndrome, a serious condition that is permanent, causes debilitating  
24 pain, and is exacerbated by talking. USAA's own hired doctor opines that Ms. Stanislaw

1 will not be able to work because of her significant disability caused by the Burning  
2 Mouth Syndrome.

3 3.19 Eleven months after Ms. Stanislaw submitted a detailed settlement demand  
4 to resolve her UIM claim, and after forcing Ms. Stanislaw to provide records that span  
5 back more than 20 years, forced her to testify for two days, and made her submit herself  
6 to four intrusive medical examinations, USAA increased its UIM settlement offer to  
7 \$125,000.00, a \$17,000.00 increase. USAA provided no explanation for this  
8 unreasonably low settlement offer.  
9

10 3.20 USAA's offer to resolve Ms. Stanislaw's UIM claim does not cover her  
11 related medical expenses, future medical expenses, related past and future lost earning  
12 capacity, or her related pain and suffering directly caused by the subject motor vehicle  
13 collision.  
14

15 3.21 USAA failed to conduct a prompt or reasonable investigation into Ms.  
16 Stanislaw's UIM claim.

17 3.22 USAA's position requires that Ms. Stanislaw incur fees and costs in filing  
18 a lawsuit against her own insurance company to determine the fair and reasonable value  
19 of her Underinsured Motorist claim.

20 III. CAUSES OF ACTION

21 4.1 Plaintiff re-asserts and re-alleges paragraphs 1.1 through 3.22 set forth  
22 above, herein.

23 4.2 Defendant's actions constitute a breach of the Policy, per the express and  
24

1 implied terms of the contract with Plaintiff, a long-time USAA insured.

2 4.3 As a proximate result of Defendant's breaches, the Plaintiff has suffered  
3 injuries and damages as a result of Defendant's breach of contract.

4 4.4 Defendant's actions are also negligent and in violation of its duty to  
5 exercise reasonable care, good faith and fair dealing towards its insured, including a  
6 violation of RCW 48.30.010, et seq. Among other acts, Defendant negligently failed to  
7 effectuate a prompt, fair and equitable settlement of Plaintiff's Underinsured Motorist  
8 claims according to the terms of the Policy, and forced its insured to submit this matter to  
9 litigation to recover amounts due to her under the Policy.  
10

11 4.5 Plaintiff has suffered injuries and damages as a result of Defendant's  
12 negligence.

#### 13 V. UNIFORM HEALTH CARE ACT

14 5.1 Pursuant to RCW 5.60.060(4) and the provisions of the Uniform Health  
15 Care Information Act, RCW 42.17 and RCW Chapter 70, the Plaintiff waives the  
16 physician/patient privilege 90 days from the date this complaint was filed, to the extent  
17 necessary to place any and all alleged damages at issue at the time of trial, and as might  
18 be required by any act or statute or case law interpreting the same in the State of  
19 Washington. In doing so, Plaintiff does not waive her right to seek a protective order or  
20 otherwise oppose objectionable medical discovery. Plaintiff's waiver is further  
21 conditioned and limited as follows:

22 a. The Plaintiff does not waive her constitutional right of privacy;  
23  
24

b. The Plaintiff does not authorize the Defendant or Defendant's representative to contact her health care providers without notice to counsel, after which they may only be contacted in a manner which complies with the Uniform Health Care Information Act and HIPAA, in proceedings further authorized by the Rules of Civil Procedure subject to any provisions which may be established by this court.

## VI. PRAYERS FOR RELIEF

Wherefore, Plaintiff Kristin Stanislaw requests judgment against the Defendant USAA as follows:

6.1 For general damages already incurred and future general damages, in an amount now unknown, which will be proved at the time of trial;

6.2 For medical and other treatment expenses incurred and for future medical expenses and other treatment expenses and other costs, in an amount now unknown, which will be proved at the time of trial;

6.3 For loss of earnings and/or earning capacity;

6.4 For damage to, loss of, or loss of use of Plaintiff's personal property;

6.5 For additional travel expenses;

6.6 For reasonable attorneys fees and costs incurred herein:

6.7 For prejudgment interest;

6.8 For such other and further relief as this Court may deem just and equitable in this cause.

1 Dated: August 10, 2018

2  
3  
4 ADLER GIER SCH PS

5  
6 /S/ Melissa D. Carter

7 Melissa D. Carter

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25 COMPLAINT FOR DAMAGES - 10

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